

CASE NO.
CV17882330

D1 FX

SUMMONS NO.
32631275

Rule 4 (B) Ohio

Rules of Civil
Procedure

SUMMONS

AMER K. KHALIL
VS
ALLSTATE VEHICLE AND PROPERTY
INSURANCE COMPANY

PLAINTIFF
DEFENDANT

ALLSTATE VEHICLE AND PROPERTY
INSURANCE COMPANY
3075 SANDERS ROAD, SUITE H1A
NORTHBROOK IL 60062

Said answer is required to be served on:



Plaintiff's Attorney

KENNETH J FISHER
2100 TERMINAL TOWER

50 PUBLIC SQUARE
CLEVELAND, OH 44113-2204

Case has been assigned to Judge:

STEVEN E GALL
Do not contact judge. Judge's name is given for
attorney's reference only.

You have been named defendant in a sums
complaint (copy attached hereto) filed in Cuyahoga
County Court of Common Pleas, Cuyahoga County
Justice Center, Cleveland, Ohio 44113, by the
plaintiff named herein.

You are hereby summoned and required to answer
the complaint within 28 days after service of this
summons upon you, exclusive of the day of service.

Said answer is required to be served on Plaintiff's
Attorney (Address denoted by arrow at left.)

Your answer must also be filed with the court
within 3 days after service of said answer on
plaintiff's attorney.

If you fail to do so, judgment by default will be
rendered against you for the relief demanded in the
complaint.

NAILAH K. BYRD
Clerk of the Court of Common Pleas



DATE SENT
Jun 28, 2017

By _____
Deputy

COMPLAINT FILED 06/27/2017





NAILAH K. BYRD
CUYAHOGA COUNTY CLERK OF COURTS
1200 Ontario Street
Cleveland, Ohio 44113

Court of Common Pleas

New Case Electronically Filed:
June 27, 2017 15:06

By: KENNETH J. FISHER 0001507

Confirmation Nbr. 1105071

AMER K. KHALIL

CV 17 882330

vs.

Judge: STEVEN E. GALL

ALLSTATE VEHICLE AND PROPERTY INSURANCE
COMPANY

Pages Filed: 52

IN THE COURT OF COMMON PLEAS
CUYAHOGA COUNTY, OHIO

AMER K. KHALIL
2972 Yorkshire Road
Cleveland Heights, Ohio 44118

Plaintiff,

-vs-

ALLSTATE VEHICLE AND PROPERTY
INSURANCE COMPANY
3075 Sanders Road, Suite H1A
Northbrook, Illinois 60062

Defendant.

) CASE NO.

) JUDGE:

) **COMPLAINT**

)

Now comes Plaintiff Amer K. Khalil, by and through counsel Kenneth J. Fisher, and for his Complaint against Defendant Allstate Vehicle and Property Insurance Company alleges as follows:

PARTIES

- 1) Plaintiff Amer K. Khalil is the record owner of the property located at 2972 Yorkshire Road, Cleveland Heights, Ohio 44118 (the "Property") and, at all times relevant to this action, a customer of Defendant Allstate Vehicle and Property Insurance Company.
- 2) Defendant Allstate Vehicle and Property Insurance Company (hereinafter "Allstate") is a corporation engaged in the business of providing insurance in the State of Ohio and has a registered address with the Ohio Department of Insurance at 3075 Sanders Road, Suite H1A, Northbrook, Illinois 60062.

VENUE

- 3) Venue is proper in this Court in accordance with Rule 3(b) of the Ohio Rules of Civil Procedure.

FACTUAL BACKGROUND

- 4) Plaintiff obtained a policy of insurance through Allstate, identified as Policy No. XXX-XXX-778 (the "Policy"), effective January 1, 2016, insuring the Property against various risks. A copy of the Policy is attached hereto as Exhibit "A" and incorporated herein by reference.
- 5) On or about December 23, 2016, Plaintiff experienced a loss covered under the Policy when the Property was damaged by flooding resultant from the freezing of the plumbing system (the "Loss"), despite the fact that Plaintiff utilized reasonable care to maintain sufficient heat to the Property.
- 6) In or about December of 2016, Plaintiff timely filed a claim with Allstate, which was assigned Claim No. 0440358901 (the "Claim").
- 7) Plaintiff paid all premiums and conformed to all Policy requirements.
- 8) On June 21, 2017, Allstate wrongfully denied Plaintiff's Claim. A copy of the Denial Letter is attached hereto as Exhibit "B" and incorporated herein by reference.
- 9) This Complaint has been timely filed as it has been filed within one (1) year of the date of the Loss.

COUNT I - BREACH OF CONTRACT

- 10) Plaintiff realleges and reavers the allegations contained in Paragraphs 1 through 9 of this Complaint as if fully rewritten herein.
- 11) Allstate breached the terms of the Policy by wrongfully denying Plaintiff's Claim.
- 12) As a direct and proximate result of Allstate's wrongful denial of the Claim, Plaintiff has incurred and will continue to incur substantial damage and expense.

COUNT II - BREACH OF DUTY


- 13) Plaintiff realleges and reavers the allegations contained in Paragraphs 1 through 12 of this Complaint as if fully rewritten herein.
- 14) Allstate owes an implied duty of good faith and fair dealing to Plaintiff.
- 15) Allstate breached this duty of good faith and fair dealing by inadequately investigating the facts surrounding the Claim and wrongfully denying same.
- 16) Allstate's wrongful denial of the Claim was made without the exercise of reasonable care or competence.
- 17) Allstate's wrongful denial of the Claim was made with malice or based upon intentional, reckless, wanton, willful and gross acts.
- 18) As a direct and proximate result of Allstate's wrongful denial of the Claim, Plaintiff has incurred and will continue to incur substantial damage and expense.

WHEREFORE, Plaintiff Amer K. Khalil demands judgment against Defendant Allstate Vehicle and Property Insurance Company as follows:

- 1) On Count I, compensatory damages in excess of \$25,000.00 in an amount to be determined at trial.
- 2) On Count II, compensatory damages in excess of \$25,000.00 in an amount to be determined at trial.
- 3) On Count II, punitive damages in excess of \$25,000.00 in an amount to be determined at trial.
- 4) Pre-judgment and post-judgment interest at the statutory rate from the December 23, 2016 date of the Loss.

- 5) Costs and expenses incurred, including reasonable attorneys' fees.
- 6) Such other and further relief as this Court deems just and equitable.

Respectfully submitted,



KENNETH J. FISHER (0001507)
KENNETH J. FISHER CO., L.P.A.
2100 Terminal Tower
50 Public Square
Cleveland, Ohio 44113
(216) 696-7661
(216) 696-0439 (facsimile)
kfisher@fisher-lpa.com

Attorney for Plaintiff, Amer K. Khalil



Claim# 0440358901

To Whom It May Concern:

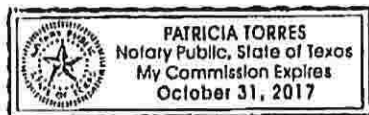
I, Jeremy LeBeau, employee of Allstate Insurance Company Irving, Texas,
do certify that the enclosed is a copy of policy and or declaration page for the above
claim number, showing the coverages that were on the policy at the time of loss
of 12/23/2016. The enclosed copy of policy and or declaration
page was printed and mailed through Allstate's Output Processing Center.



Claim Support

State of Texas, County of Dallas

On this 28th day of March 2017, before me personally
appeared Jeremy LeBeau to me known to be the person who executed the
foregoing instrument and acknowledged that he/she executed the same as a free act
and deed.





Notary Public





Laura Rohrbach Agcy
20898 Drake Rd
Strangsville OH 44149

Information as of January 12, 2016
Policyholder(s) **Amer Khalil** Page 1 of 2
Policy number
992 450 778

Your Allstate agency is
Laura Rohrbach Agcy
(440) 572-2202
LauraRohrbach@allstate.com


AMER KHALIL
2972 YORKSHIRE RD
CLEVELAND HTS OH 44118-2426

We're Confirming Your Policy Change

Thank you for the opportunity to help take care of your insurance needs. I want to let you know that I've made the change(s) you requested to your policy.

Please look over all the information in this mailing. Inside you'll also find a guide to what's in this package and answers to some common questions.

What has changed?

The enclosed Amended Policy Declarations provides a detailed list of the coverages, coverage limits and coverage costs for your House & Home policy. It also shows the following changes to your policy:

- A change in Residence Roof/Construction.
- A policy coverage has been changed.
- A discount has been changed on your policy.

The changes took effect on 01/01/2016.

Your premium for the current policy period has been increased by a total of \$99.13.

How to contact us

Give me a call at (440) 572-2202 if you have any questions. It's my job to make sure you're in good hands.

Sincerely,



Laura Rohrbach Agcy
Your Allstate Agent

EP113-1



Policy number: **992 450 778**
Policy effective date: January 1, 2016
Your Allstate agency is Laura Rohrbach Agcy
(440) 572-2202

Page 2 of 2

Your Insurance Coverage Checklist

We're happy to have you as an Allstate customer! This checklist outlines what's in this package and provides answers to some basic questions, as well as any "next steps" you may need to take.

- ☐ **What's in this package?**
See the guide below for the documents that are included. **Next steps:** review your *Policy Declarations* to confirm you have the coverages, coverage limits, premiums and savings that you requested and expected. Read any *Endorsements* or *Important Notices* to learn about new policy changes, topics of special interest, as well as required communications. Keep all of these documents with your other important insurance papers.
- ☐ **What about my bill?**
Unless you've already paid your premium in full, we'll send your bill separately. **Next steps:** please pay the minimum amount by the due date listed on it.
You can also pay your bill online at allstate.com or by calling 1-800-ALLSTATE (1-800-255-7828). Para español, llamar al 1-800-979-4285. If you're enrolled in the Allstate® Easy Pay Plan, we'll send you a statement detailing your payment withdrawal schedule.
- ☐ **Am I getting all the discounts I should?**
Confirm with your Allstate Agent that you're benefiting from all the discounts you're eligible to receive.
- ☐ **What if I have questions?**
You can either contact your Allstate Agent or call us 24/7 at 1-800-ALLSTATE (1-800-255-7828) - para español, llamar al 1-800-979-4285 - with questions about your coverage, or to update your coverages, limits, or deductibles. Or visit us online at allstate.com.

A guide to your amended package



Policy Declarations*

The Policy Declarations lists policy details, such as your property details and coverages.



Important Notices

We use these notices to call attention to particularly important coverages, policy changes and discounts.



Insurance Made Simple

Insurance seem complicated? Our online guides explain coverage terms and features:
www.allstate.com/madesimple
Espanol.allstate.com/facildeentender

* To make it easier to see where you may have gaps in your protection, we've highlighted any coverages you do not have in the Coverage Detail section in the enclosed Policy Declarations.

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Amended House & Home Policy Declarations

Your policy effective date is January 1, 2016



Page 1 of 4

Total Premium for the Policy Period

Premium for property insured	\$888.94
Total	\$888.94

Discounts (included in your total premium)

Protective Device	\$31.55	Claim Free	\$151.07
Early Signing	\$87.49	Responsible Payment	\$320.22
Welcome	\$92.17		
Total discount savings		\$682.50	

Insured property details*

Please review and verify the information regarding your insured property. Please refer to the Important Notice (X73182) for additional coverage information. Contact us if you have any changes.

Location of property insured: 2972 Yorkshire Rd, Cleveland Hts, OH 44118

Dwelling Style:

Built in 1921; 1 family; 2288 sq. ft.; 2.5 stories

Foundation:

100% Basement (0% finished)

Attached structures:

Open porch, 96 sq. ft. Wood deck, 100 sq. ft.

Detached structure:

One 2-car detached garage

Interior details:

One basic kitchen One single fireplace
Two basic full baths

Exterior wall types:

60% clapboard 20% vinyl siding
20% aluminum siding

Interior wall partitions:

50% drywall 50% plaster

Heating and cooling:

Oil hot water heating, 100%

Additional details:

Interior wall height - less than 10 ft,
100%

Information as of January 12, 2016

Summary

Named Insured(s)

Amer Khalil

Mailing address

**2972 Yorkshire Rd
Cleveland Hts OH 44118**

Policy number

992 450 778

Your policy provided by
**Allstate Vehicle and Property
Insurance Company**

Policy period

Beginning **January 1, 2016** through
January 1, 2017 at 12:01 a.m. standard
time

Your Allstate agency is

Laura Rohrbach Agcy
20898 Drake Rd
Strongsville OH 44149
(440) 572-2202
LauraRohrbach@allstate.com

Some or all of the information on your Policy Declarations is used in the rating of your policy or it could affect your eligibility for certain coverages. Please notify us immediately if you believe that any information on your Policy Declarations is incorrect. We will make corrections once you have notified us, and any resulting rate adjustments, will be made only for the current policy period or for future policy periods. Please also notify us immediately if you believe any coverages are not listed or are inaccurately listed.

(continued)

QH070AMD



Amended House & Home Policy Declarations

Page 2 of 4

Policy number: **992 450 778**
 Policy effective date: January 1, 2016
 Your Allstate agency is Laura Rohrbach Agcy
 (440) 572-2202

Insured property details* (continued)**Fire protection details:**

Fire department subscription - no 1 mile to fire department

Roof surface material type:

Composition
 • 100% asphalt / fiberglass shingle

Roof details:

Predominant roof type: Composition Age of roof - 9 years
 Roof geometry - Gable

Mortgagee

FIRST FEDERAL S&L ASSN LAKEWOOD ISAOA ATIMA
 14806 Detroit Ave, Lakewood, OH 44107-3910
 Loan number: 5750765907

Additional Interested Party - None

**This is a partial list of property details. If the interior of your property includes custom construction, finishes, buildup, specialties or systems, please contact your Allstate representative for a complete description of additional property details.*

Coverage detail for the property insured

Coverage	Limits of Liability	Applicable Deductible(s)
Dwelling Protection	\$311,010	<ul style="list-style-type: none"> • \$1,000 Windstorm and Hail • \$1,000 All other perils
Other Structures Protection	\$15,551	<ul style="list-style-type: none"> • \$1,000 Windstorm and Hail • \$1,000 All other perils
Personal Property Protection	\$124,404	<ul style="list-style-type: none"> • \$1,000 Windstorm and Hail • \$1,000 All other perils
Additional Living Expense	Up to 24 months not to exceed \$15,551	
Family Liability Protection	\$100,000 each occurrence	
Guest Medical Protection	\$1,000 each person	
Additional Fire Department Charges	Not purchased*	
Building Codes	\$15,551	
Building Materials Theft	Not purchased*	
Building Structure Reimbursement	Not purchased*	
Extended Limits		
Dwelling in the Course of Construction	Not purchased*	
Electronic Data Recovery	Not purchased*	
Extended Coverage on Cameras	Not purchased*	

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Amended House & Home Policy Declarations
Policy number: **992 450 778**
Policy effective date: January 1, 2016
Your Allstate agency is: Laura Rohrbach Agcy
(440) 572-2202



Page 3 of 4

Coverage	Limits of Liability	Applicable Deductible(s)
Extended Coverage on Jewelry, Watches and Furs	Not purchased*	
Extended Coverage on Musical Instruments	Not purchased*	
Extended Coverage on Sports Equipment	Not purchased*	
Extended Premises	Not purchased*	
Fair Rental Income	Not purchased*	
Golf Cart	Not purchased*	
Green Improvement	Not purchased*	
Home Day Care	Not purchased*	
Identity Theft Expenses	Not purchased*	
Increased Coverage on Business Property	Not purchased*	
Increased Coverage on Theft of Silverware	Not purchased*	
Loss Assessments	Not purchased*	
Mine Subsidence	Not purchased*	
Roof Surfaces Extended Coverage	Included	
Secondary Residence	Not purchased*	
Select Value	Not purchased*	
Water Back-Up	Not purchased*	
Yard and Garden	Not purchased*	

* This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

Scheduled Personal Property Coverage

Your policy does not include Scheduled Personal Property Coverage. This coverage can provide you with valuable protection. To help you stay current with your insurance needs, contact your agent to discuss available coverage options and other products and services that can help protect you.

0H070AMD



Amended House & Home Policy Declarations
Policy number: **992 450 778**
Policy effective date: January 1, 2016
Your Allstate agency is Laura Rohrbach Agcy
(440) 572-2202

Page 4 of 4

Your policy documents

Your House & Home policy consists of the Policy Declarations, any Policy Declarations Addendum, and the following documents. Please keep them together.

- House & Home Policy - AVP81
- Windstorm and Hail Deductible Endorsement - AVP82
- Roof Surfaces Extended Coverage Endorsement - AVP42
- Ohio Amendatory Endorsement - AVP103-2

Important payment and coverage information

Here is some additional, helpful information related to your coverage and paying your bill:

- ▶ The Property Insurance Adjustment condition applies.
- ▶ Do not pay. Mortgagee has been billed.

Allstate Vehicle and Property Insurance Company's Secretary and President have signed this policy with legal authority at Northbrook, Illinois.



Steven P. Sorenson
President



Susan L. Lees
Secretary

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Important notices

Policy number: **992 450 778**
Policy effective date: January 1, 2016
Your Allstate agency is Laura Rohrbach Agcy
(440) 572-2202



Page 1 of 1

Your Estimated Home Replacement Cost

Allstate has determined that the estimated cost to replace your home is: **\$311,010.**

We based your estimated cost on information provided by you and selected data that was available to us, which is described in the "Insured property details" section of your Policy Declarations. Please review all the information in this section to ensure the accuracy of the information used to determine the estimated replacement cost of your home.

The enclosed Policy Declarations shows the limit of liability applicable to Dwelling Protection-Coverage A of your homeowners insurance policy. The estimated replacement cost of your home is the minimum amount for which we will insure your home.

The decision regarding the limit applicable to your Dwelling Protection-Coverage A is your decision to make, as long as, at a minimum, your limit equals the estimated replacement cost as determined by Allstate and does not exceed maximum coverage limitations established by Allstate.

It is important to keep in mind that your Coverage A limits reflect a replacement cost that is only an estimate based on data that was available to us when we made this estimate (this information is described in the "Insured property details" section of your Policy Declarations). The actual amount it will cost to replace your home cannot be known until after a covered total loss has occurred. Please keep in mind that we do not guarantee the adequacy of the estimate to cover any future loss(es).

How Is the Replacement Cost Estimated?

Many factors can affect the cost to replace your home, including its age, size, and type of construction. For example, the replacement cost uses construction data, such as labor and materials, that are available to us when we made this estimate. This estimate is also based on characteristics of the home, which include information that you provided to us. You might have chosen to insure your home for a higher amount than the estimated replacement cost shown above.

Note to Customers Renewing Their Policy

The estimated replacement cost for your home may have changed since the last time we communicated this information to you. This is because, at renewal, Allstate uses the home characteristics that you have provided to us to recalculate and update the estimated replacement cost. Using updated labor

and material rates for your zip code, Allstate takes the home characteristics you have provided and determines the updated estimated replacement cost. The information about your home's characteristics is provided in the "Insured property details" section of your Policy Declarations.

If the information about your home shown in your Policy Declarations requires any change or if you have any questions or concerns about the information contained in this Important Notice, please contact your Allstate representative, or call us at 1-800-ALLSTATE.

X73182



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Policy Endorsement

Policy number: **992 450 778**
Policy effective date: January 1, 2016
Your Allstate agency is Laura Rohrbach Agcy
(440) 572-2202



Page 1 of 2

*The following endorsement changes your policy.
Please read this document carefully and keep it with
your policy.*

Ohio Amendatory Endorsement - AVP103-2

I. In the **General** section the following changes are made:

- A. The **Cancellation** provision is replaced by the following:

Cancellation

Your Right to Cancel:

You may cancel this policy by notifying **us** of the future date **you** wish to stop coverage.

Our Right to Cancel:

We may cancel this policy by mailing notice to **you** at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days, and it is not a renewal with **us**, **we** may cancel this policy for any reason by giving **you** at least 30 days notice before the cancellation takes effect.

When this policy has been in effect for 60 days or more, or if it is a renewal with **us**, **we** may cancel this policy for one or more of the following reasons:

1. non-payment of premium;
2. the policy was obtained by misrepresentation, fraud or concealment of material facts;
3. material misrepresentation, fraud or concealment of material facts in presenting a claim, or violation of any of the policy terms; or
4. there has been a substantial change or increase in hazard in the risk **we** originally accepted.

If the cancellation is for non-payment of premium, **we** will give **you** at least 10 days notice. If the cancellation is for any other reason, **we** will give **you** at least 30 days notice.

Our mailing the notice of cancellation to **you** will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice. **Your** return premium, if any, will be calculated on a pro rata basis and refunded at the time of cancellation or as soon as possible. However, refund of unearned premium is not a condition of cancellation.

- B. The **Misrepresentation, Fraud Or Concealment** provision is replaced by the following:

Misrepresentation, Fraud Or Concealment

It is understood and agreed that the statements made by any named insured, or any applicant, in the application for insurance, during the application process, during the renewal process, or on the Policy Declarations, are warranties and are incorporated into, and shall form part of this policy.

This entire policy is void from its inception if any warranty made by any named insured, or any applicant, is found to be false.

We may not provide coverage for any insured who has made fraudulent statements or engaged in fraudulent conduct in connection with any accident or loss for which coverage is sought under this policy.

- C. The following provisions are added:

Conditional Reinstatement

If **we** mail a cancellation notice because **you** didn't pay the required premium when due and **you** then tender payment by check, draft, or other remittance which is not honored upon presentation, **your** policy will terminate on the date and time shown on the cancellation notice and any notice **we** issue which waives the cancellation or reinstates coverage is void. This means that **we** will not be liable under this policy for claims or damages after the date and time indicated on the cancellation notice.

Loss Reduction And Other Items

From time to time and in **our** sole discretion, **we** may provide **you**, or allow others to provide **you**, with:

1. items, memberships, special offers, merchandise, services, classes, seminars or other things of value designed to help **you** or other persons insured under this policy manage the risks **you** or they face, including, but not limited to, loss reduction or safety-related items; or



Policy endorsement

Policy number:

992 450 778

Policy effective date:

January 1, 2016

Your Allstate agency is

Laura Rohrbach Agcy
(440) 572-2202

Page 2 of 2

2. items, memberships, special offers, merchandise, services, classes, seminars or things of any other type that we think may be of value to you or someone else insured under this policy.

These items, memberships, special offers, merchandise, services, classes, seminars or other things of value may be provided in any form, including, but not limited to, redemption codes, coupons, vouchers and gift cards.

II. In Section I—Your Property, the following changes are made:

- A. Under **Property We Cover Under Coverage C**, item 1. is replaced by the following:

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Personal Property Protection-Coverage C**.

This limitation does not apply to personal property:

- a) in a newly acquired principal residence for the 30 days immediately after you begin to move property there; or
b) in use at a temporary residence when a direct physical loss we cover makes your residence premises uninhabitable.

III. In Section I **Additional Protection**, item 1. is replaced by the following:

1. **Additional Living Expense**

We will pay the reasonable increase in living expenses necessary to maintain your normal standard of living when a direct physical loss we cover under Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C makes your residence premises uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss.

Payment for additional living expense as a result of a covered loss under Dwelling Protection-Coverage A,

Other Structures Protection-Coverage B or Personal Property Protection-Coverage C will be limited to the least of the following:

- a) the time period required to repair or replace the property we cover, using due diligence and dispatch;
b) if you permanently relocate, the shortest time for your household to settle elsewhere; or
c) 24 months.

These periods of time are not limited by the termination of this policy.

In no event shall our payment for additional living expenses exceed the Limit Of Liability shown on your Policy Declarations for Additional Living Expense.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

No deductible applies to this protection.

All other policy terms and conditions apply.

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Policy Endorsement

Page 1 of 1

Policy number:

Policy effective date:

Your Allstate agency is

*The following endorsement changes your policy.
Please read this document carefully and keep it with
your policy.*

Roof Surfaces Extended Coverage Endorsement - AVP42

In **Section I Conditions**, item 5, **How We Pay For A Loss**,
provision c) (titled "Building Structure Reimbursement.") the
fifth paragraph is replaced by the following:

Building Structure Reimbursement will not apply to:

- 1) property covered under **Personal Property Protection-Coverage C**;
- 2) property covered under **Other Structures Protection-Coverage B** that is not a building structure;
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas, whether or not fastened to a **building structure**; or
- 4) land.

All other policy terms and conditions apply.

06/27/2017 15:06 / CV 17 882330 / Confirmation Nbr. 1105071 / CLJSZ
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4100020N 00351054P A000130-41E2313070035102103500156F

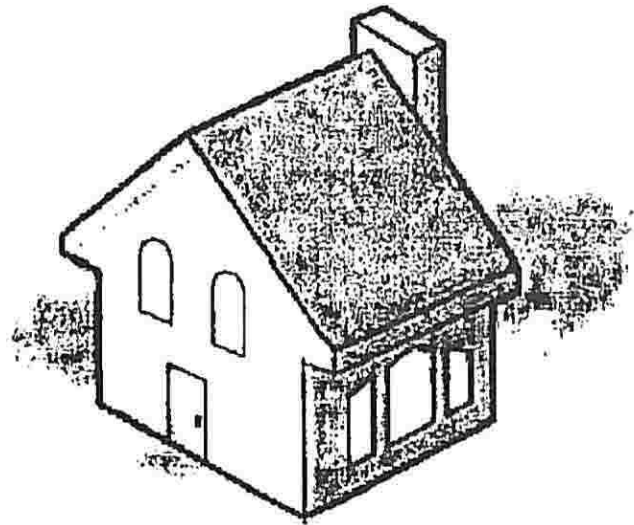


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ALLSTATE VEHICLE AND PROPERTY INSURANCE COMPANY

House & Home Policy

AVP81



Allstate Vehicle and Property Insurance Company

The Company Named in the Policy Declarations

A Stock Company - Home Office: Northbrook, Illinois 60062

Electronically Filed 06/27/2017 15:06 / CV-17-8823307 Confirmation Nbr. 1105071 / CLJSZ



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Agreements We Make With You

We make the following agreements with you:

General

Definitions Used In This Policy

Throughout this policy, when the following words appear in bold type, they are defined as follows:

1. **Bodily Injury** — means physical harm to the body including sickness or disease, and resulting death, except that **bodily injury** does not include:
- a) any venereal disease;
 - b) herpes;
 - c) Acquired Immune Deficiency Syndrome (AIDS);
 - d) AIDS Related Complex (ARC);
 - e) Human Immunodeficiency Virus (HIV);

or any resulting symptom, effect, condition, disease or illness related to a) through e) listed above.

In addition, **bodily injury** does not include any symptom, effect, condition, disease or illness resulting in any manner from:

- a) lead in any form;
- b) asbestos in any form;
- c) radon in any form; or
- d) oil, fuel oil, kerosene, liquid propane or gasoline intended for, or from, a storage tank located at the **residence premises**.

2. **Building structure** — means a structure with walls and a roof.

3. **Business** — means

- a) any full- or part-time activity of any kind engaged in for economic gain including the use of any part of any premises for such purposes. The providing of home day care services to other than an **insured person** or relative of an **insured person** for economic gain is also a **business**.

However, the mutual exchange of home day care services is not considered a **business**.

- b) the rental or holding for rental of property by an **insured person**. Rental of **your residence premises** is not considered a **business** when:
 - 1) it is rented occasionally for residential purposes;
 - 2) a portion is rented to roomers or boarders, provided not more than two roomers or

boarders reside on the **residence premises** at any one time; or

- 3) a portion is rented as a private garage.

4. **Dwelling** — means the single-family **building structure**, identified as the insured property on the Policy Declaration, where **you** reside and which is principally used as a private residence.

5. **Insured person(s)** — means **you** and, if a resident of **your** household:
- a) any relative; and
 - b) any person under the age of 21 in **your** care.

Under **Family Liability Protection—Coverage X** and **Guest Medical Protection—Coverage Y**, “**insured person**” also means:

- a) any person or organization legally responsible for loss caused by animals or watercraft covered by this policy which are owned by an **insured person**. We do not cover any person or organization using or having custody of animals or watercraft in any **business** or without permission of the owner.
 - b) with respect to the use of any vehicle covered by this policy, any person while engaged in the employment of an **insured person**.
6. **Insured premises** — means
- a) the **residence premises**; and
 - b) under **Section II** only:
 - 1) the part of any other premises, other structures and grounds used by **you** as a residence. This includes premises, structures and grounds **you** acquire for **your** use as a private residence while this policy is in effect;
 - 2) any part of a premises not owned by an **insured person** but where an **insured person** is temporarily living;
 - 3) cemetery plots or burial vaults owned by an **insured person**;
 - 4) land owned by or rented to an **insured person** where a single-family **dwelling** is being built as that person's residence;
 - 5) any premises used by an **insured person** in connection with the **residence premises**; and
 - 6) any part of a premises occasionally rented to an **insured person** for other than **business** purposes.
7. **Occurrence** — means an accident, including continuous or repeated exposure to substantially the same general

harmful conditions during the policy period, resulting in **bodily injury** or **property damage**.

8. **Property damage**—means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.
9. **Residence employee**—means an employee of an **Insured person** while performing duties arising out of and in the course of employment in connection with the maintenance or use of **your residence premises**. This includes similar duties performed elsewhere for an **Insured person**, not in connection with the **business** of an **Insured person**.
10. **Residence premises**—means the **dwelling**, other structures and land located at the address stated on the Policy Declarations.
11. **Roof surface**—means the roof surface material type (slate, composition, wood, tile, metal, all other roof surface material types) of a **building structure** or other structure covered under **Dwelling Protection—Coverage A** or **Other Structures Protection—Coverage B** and all other roofing components, including, but not limited to:
- a) flashing, caps, vents, drip edges, and ice shields;
 - b) sheeting, felt and membranes;
 - c) modified bitumen, bitumen, rubber, built-up and sprayed polyurethane foam roofing;
 - d) foam inserts and elastomeric coating;
 - e) friars, eave and gable trim and snow guards;
 - f) battens, counter battens, bird stops, gravel stops; and
 - g) coatings, adhesives, adherents and other finishing materials for roof surface materials and all other roofing components.
12. **We** or **our**—means the company named on the Policy Declarations.
13. **Windstorm**—means wind with or without precipitation.
14. **You** or **your**—means the person listed under Named Insured(s) on the Policy Declarations as the insured and that person's resident spouse.

Insuring Agreement

In reliance on the information **you** have given **us**, **we** agree to provide the coverages indicated on the Policy Declarations. In return, **you** must pay the premium when due and comply with

the policy terms and conditions, and inform **us** of any change in the use or occupancy of the **residence premises**.

Subject to the terms of this policy, the Policy Declarations shows the location of the **residence premises**, applicable coverages, limits of liability and premiums. The policy applies only to losses or **occurrences** that take place during the policy period. The Policy Period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

This policy imposes joint obligations on the Named Insured(s) listed on the Policy Declarations and on that person's resident spouse. These persons are defined as **you** or **your**. This means that the responsibilities, acts and omissions of a person defined as **you** or **your** will be binding upon any other person defined as **you** or **your**.

This policy imposes joint obligations on persons defined as an **Insured person**. This means that the responsibilities, acts and failures to act of a person defined as an **Insured person** will be binding upon another person defined as an **Insured person**.

Conformity To State Statutes

When the policy provisions conflict with the statutes of the state in which the **residence premises** is located, the provisions are amended to conform to such statutes.

Coverage Changes

When **we** broaden coverage during the policy period without charge, **you** have the new features if **you** have the coverage to which they apply. Otherwise, the policy can be changed only by endorsement.

The coverage provided and the premium for the policy are based on information **you** have given **us**. **You** agree to cooperate with **us** in determining if this information is correct and complete. **You** agree that if this information changes, or if this information is incorrect or incomplete, **we** may adjust **your** coverage and premium accordingly during the policy period.

Any calculation of **your** premium or changes in **your** coverage will be made using the rules, rates and forms on file, if required for **our** use in **your** state. The rates in effect at the beginning of **your** current policy period will be used to calculate any change in **your** premium.



You may not transfer this policy to another person without our written consent.

If **you** die, coverage will continue until the end of the current policy period for:

- You may cancel this policy by notifying us of the future date you wish to stop coverage.**

We may cancel this policy by mailing notice to you at the mailing address shown on the Policy Declarations. When this policy has been in effect for less than 60 days and it is not a renewal with **us**, **we may cancel this policy for any reason by giving you at least 10 days notice before the cancellation takes effect.**

Our mailing the notice of cancellation to you will be deemed proof of notice. Coverage under this policy will terminate on the effective date and hour stated on the cancellation notice.

Subject to the following two paragraphs, any and all lawsuits in any way related to this policy shall be brought, heard and decided only in a state or federal court located in the state in which the **residence premises** is located. Any and all lawsuits against persons not parties to this policy but involved in the sale, administration, performance, or alleged breach of this policy, or otherwise related to this policy shall be brought, heard and decided only in a state or federal court located

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in the state in which the **residence premises** is located, provided that such persons are subject to or consent to suit in the courts specified in this paragraph.

If a covered loss to property, or any other **occurrence** for which coverage applies under this policy, happens outside the state in which the **residence premises** is located, lawsuits regarding that covered loss to property or other covered **occurrence** may also be brought in the judicial district where that covered loss to property or other covered **occurrence** happened.

Nothing in this provision, **Where Lawsuits May Be Brought**, shall impair any party's right to remove a state court lawsuit to a federal court.

Action Against Us

No one may bring an action against **us** unless there has been full compliance with all policy terms.

Any action against **us** to which neither the **Action Against Us** provision located in **Section I Conditions** nor the **Action Against Us** provision located in **Section II Conditions** applies must be commenced within one year of the date the cause of action accrues.

If an action is brought asserting claims relating to the existence or amount of coverage, or the amount of loss for which coverage is sought, under different coverages of this policy, the claims relating to each coverage shall be treated as if they were separate actions for the purpose of the time limit to commence action.

Arbitration

Any claim or dispute in any way related to this policy, by an **Insured person** against **us** or **us** against an **Insured person**, may be resolved by arbitration only upon mutual consent of the parties. Arbitration pursuant to this provision shall be subject to the following:

1. The arbitrator shall have the authority to award punitive damages or attorney's fees;
2. Neither of the parties shall be entitled to arbitrate any claims or disputes in a representative capacity or as a member of a class; and
3. The arbitrator shall have the authority, without the mutual consent of the parties, to consolidate claims or disputes in arbitration.

Section I—Your Property

Dwelling Protection—Coverage A

Property We Cover Under Coverage A:

1. **Your dwelling**, including attached structures. Structures connected to **your dwelling** by only a fence, utility line, or similar connection are not considered attached structures.
2. Construction materials and supplies at the **residence premises** for use in connection with **your dwelling**.
3. Wall-to-wall carpeting fastened to **your dwelling**.

Property We Do Not Cover Under Coverage A:

1. Any structure, including fences, or other property covered under **Other Structures Protection—Coverage B**.
2. Land.
3. Satellite dish antennas and their systems, whether or not attached to **your dwelling**.

Other Structures Protection—Coverage B

Property We Cover Under Coverage B:

1. Structures at the address shown on the Policy Declarations separated from **your dwelling** by clear space.
2. Structures at the address shown on the Policy Declarations connected to **your dwelling** by only a fence, utility line, or similar connection.
3. Construction materials and supplies at the **residence premises** for use in connection with structures other than **your dwelling**.
4. Wall-to-wall carpeting fastened to **building structures** other than **your dwelling**, at the address shown on the Policy Declarations.

Property We Do Not Cover Under Coverage B:

1. Structures used in whole or in part for **business** purposes.
2. Any structure or other property covered under **Dwelling Protection—Coverage A**.



- We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.**

5. Earth movement of any type, including but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole erosion, or the sinking of, e.g., shifting, creeping, expanding, bulging, tracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is caused and with water.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from earth movement.

- G. Actions taken by civil, governmental or military authorities:
 - a) to enforce any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**; or
 - b) requesting, demanding or ordering that an **injured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate or neutralize, or in any way respond to or assess the effects of, any loss or potential loss at the **residence premises**.

- However, we will cover sudden and accidental direct physical loss caused by actions of fire, governmental or military authority to prevent the spread of fire.

7. Nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss which consists of, is caused by, or would not have occurred but for the nuclear hazard is not considered loss by fire, explosion or smoke.
8. a) War, whether declared or undeclared,
b) warlike acts;
c) invasion;
d) insurrection;
e) rebellion;
f) revolution,
g) civil war
h) usurped power;

- (i) destruction for a military purpose; or
- (j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

9. Soil conditions, including, but not limited to, corrosive action, chemicals, compounds, elements, suspensions, crystal formations or gels in the soil.

10. Vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

However, **we** will not apply this exclusion to sudden and accidental direct physical loss which consists of:

- a) a fire or an explosion at **your residence premises**;
- b) smoke or soot resulting from food preparation at **your residence premises**;
- c) the malfunction of a heating or air conditioning system or a household appliance at **your residence premises**;
- d) smoke, soot or fumes originating away from **your residence premises**, provided the smoke, soot or fumes:
 - 1) were not from industrial, governmental or military operations, agricultural smudging, or the manufacturing of any controlled substance; and
 - 2) did not result from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;
- e) spray, overspray, spatter, or spillage by a person located on the ground at the **residence premises** or on or upon a structure **we** cover at the **residence premises**, of lawfully possessed commercially available supplies manufactured or produced for use in food preparation, personal hygiene, or for cleaning or maintaining a residential property or personal property;
- f) spray, overspray, spatter or spillage of lawfully possessed, commercially available supplies by a person performing cleaning or other maintenance services at a premises located within 500 feet of the **residence premises**;
- g) spillage or release at **your residence premises** of gas or oil, in any form, used to prepare foods at **your residence premises**, or to heat the dwelling

or other **building structures** at **your residence premises**, when such spillage or release results in a fire or an explosion at **your residence premises**; or

- h) fuel, oil or other fluids necessary to operate a motorized land vehicle if, at the time of the loss, such fuel, oil or other fluids are being used solely for the purpose of operating a motorized land vehicle and the loss results from a collision, at the **residence premises**, of the motorized land vehicle with property **we** cover under **Dwelling Protection-Coverage A** or **Other Structures Protection-Coverage B**.

- 11. Lack of utility services at the **residence premises**, meaning loss or interruption of, lack or loss of access to, or unavailability of, one or more utility services for the **residence premises**, including, but not limited to, electric, natural gas or other fuels, water, sanitation, sewer, cable or communication services, unless the lack of utility services results solely from a sudden and accidental direct physical loss to property located at the **residence premises** caused by an event, peril or condition not excluded by this policy.

When the lack of utility services results in freezing of:

- a) plumbing, automatic fire protective sprinkler systems, heating or air conditioning systems;
- b) household appliances; or
- c) swimming pools, hot tubs or spas located within a heated portion of the **dwelling**, or their filtration and circulation systems located within a heated portion of the **dwelling**;

or when the lack of utility services results in discharge, leakage or overflow from within a), b) or c) above caused by freezing, **we** do cover sudden and accidental direct physical loss caused by the freezing if **you** used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems, appliances, swimming pools, hot tubs, spas and their filtration and circulation systems instead of maintaining heat in the **building structure**.

- 12. Inability of an **insured person** to use, access or remain at the **residence premises** due to an actual,



impending or expected lack, impassability or unavailability of any reasonable means of ingress to or egress from the **residence premises**, including, but not limited to, roads, highways, causeways, sidewalks, paths, rails, bridges, tunnels or waterways.

For purposes of this exclusion, a particular means of ingress or egress will be considered impassable or unavailable if:

- it cannot be safely traveled due to physical damage or destruction of that means of ingress or egress; or
- it cannot be traveled due to actions by others including, but not limited to, civil, governmental or military authorities which prohibit or restrict travel using that means of ingress or egress.

13. Seizure, confiscation or quarantine by civil, governmental or military authority.

We will cover sudden and accidental direct physical loss caused by actions of civil, governmental or military authority to prevent the spread of fire.

14. The manufacturing of any controlled substance.

15. Weather Conditions that contribute in any way with an event, peril or condition excluded under **Losses We Do Not Cover Under Coverages A and B** to produce a loss.

- B. Under **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B** of this policy, we do not cover any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which in whole or in part, arises out of or is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

- C. When loss is not excluded under paragraph A or paragraph B of **Losses We Do Not Cover Under Coverages A and B**, and there are two or more causes

of loss to the covered property, we do not cover the loss if the predominant cause(s) of loss is (are) excluded under paragraph D, immediately below.

- D. Under **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B** of this policy, we do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

1. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss we cover.

2. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**.

3. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
a) may be reasonably expected to result from such acts; or
b) is the intended result of such acts.

This exclusion applies regardless of whether the **insured person** is actually charged with, or convicted of, a crime.

4. Collapse, except as specifically provided in **Section I Additional Protection** under item 10, "Collapse."

- a) Wear and tear, aging, marring, scratching, deterioration, inherent vice, or latent defect;
b) mechanical breakdown;
c) growth of trees, shrubs, plants or lawns, regardless of whether such growth is above or below the surface of the ground;
d) rust or other corrosion;
e) settling, cracking, shrinking, bulging or expansion of pavements, patios, foundations, walls, floors, roofs or ceilings; or
f) insects, rodents, birds or domestic animals. **We do cover the breakage of glass or safety glazing materials caused by birds.**

If any of a) through f) causes the sudden and accidental escape of water or steam from a plumbing, heating or air conditioning system,

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a household appliance or an automatic fire protective sprinkler system within **your dwelling**, **we** cover the direct physical damage caused by the water or steam.

If loss to covered property is caused by water or steam not otherwise excluded, **we** will cover the cost of tearing out and replacing any part of **your dwelling** necessary to repair the system or appliance. This does not include damage to the defective system or appliance from which the water or steam escaped.

6. Freezing of
- a) plumbing, automatic fire protective sprinkler systems, heating or air conditioning systems;
 - b) household appliances; or
 - c) swimming pools, hot tubs or spas located within a heated portion of the **dwelling**, or their filtration and circulation systems located within a heated portion of the **dwelling**;

or discharge (leakage or overflow from within a), b) or c) above) caused by freezing, while the **building structure** is vacant, unoccupied or being constructed, unless **you** have used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems, appliances, swimming pools, hot tubs, spas and their filtration and circulation systems. Instead of maintaining heat in the **building structure**.

7. Freezing, blowing, pressure or weight of water, snow or ice, whether or not driven by wind. This exclusion applies to fences, pavements, patios, foundations, retaining walls, bulkheads, piers, wharves and docks. This exclusion also applies to swimming pools, hot tubs, spas, and their filtration and circulation systems, which are not located within a heated portion of the **dwelling**.
8. Seepage, meaning continuous or repeated seepage or leakage over a period of weeks, months, or years of water, steam or fuel:
- a) from a plumbing, heating, air conditioning or automatic fire protective sprinkler system or from within a domestic appliance; or
 - b) from, within or around any plumbing fixtures, including, but not limited to, shower stalls,

shower baths, tub installations, sinks or other fixtures designed for the use of water or steam.

9. Theft from **your residence premises** while **your dwelling** is under construction, or of materials and supplies for use in construction, until **your dwelling** is completed and occupied.
10. Vandalism or malicious mischief if **your dwelling** is vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.
11. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
- a) planning, zoning, development, surveying, siting;
 - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c) materials used in repair, construction, renovation or remodeling; or
 - d) maintenance;
- of property whether on or off the **residence premises** by any person or organization.

Personal Property Protection-Coverage C

Property We Cover Under Coverage C:

1. Personal property owned or used by an **insured person** anywhere in the world. When personal property is located away from the **residence premises**, coverage is limited to 10% of **Personal Property Protection-Coverage C**.
2. At **your** option, personal property owned by a guest or **residence employee** while the property is in a residence **you** are occupying.

Limitations On Certain Personal Property:

Limitations apply to the following groups of personal property. If personal property can reasonably be considered a part of two or more of the groups listed below, the lowest limit will apply. These limitations do not increase the amount of insurance under **Personal Property Protection-Coverage C**. The total amount of coverage for each group in any one loss is as follows:

1. \$ 200 -- Property used or intended for use in a **business** while the property is away from the **residence premises**. This does not



include electronic data processing equipment or the recording or storage media used with that equipment.

any item containing fur which represents its principal value, subject to a maximum amount of \$1,000 per item.

2. \$ 500 — Theft of any recording or storage media while such property is away from the **residence premises**, whether or not it is used with electronic data processing equipment or in a **business**. Recording or storage media includes, but is not limited to,
 - a) tapes;
 - b) CDs, DVDs and other discs;
 - c) records;
 - d) disks;
 - e) reels;
 - f) cassettes;
 - g) cartridges; or
 - h) programs.
3. \$ 1,000 — Property used or intended for use in a **business**, including property held as samples or for sale or delivery after sale, while the property is on the **residence premises**. This does not include electronic data processing equipment or the recording or storage media used with that equipment.
4. \$ 1,000 — Trading cards, subject to a maximum amount of \$250 per card.
5. \$ 1,000 — Watercraft, including their attached or unattached trailers, furnishings, equipment, parts, and motors.
6. \$ 1,000 — Trailers not used with watercraft.
7. \$ 1,500 — Motorized land vehicle parts, equipment or accessories not attached to or located on or upon any motorized land vehicle.
8. \$ 2,000 — Theft of firearms, their related equipment and accessories.
9. \$ 2,500 — Theft of goldware, silverware, pewterware and platinumware.
10. \$ 5,000 — Theft of jewelry, watches, precious and semi-precious stones, gold other than goldware, silver other than silverware, pewter other than pewterware, platinum other than platinumware, and furs, including

11. \$10,000 — Theft of tools and their accessories.
12. \$10,000 — Motorized land vehicles used solely for the service of the **insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled and not licensed for use on public roads.

Property We Do Not Cover Under Coverage C:

1. Personal property specifically described and insured by this or any other insurance.
2. Animals.
3. Motorized land vehicles, including, but not limited to, any land vehicle powered or assisted by a motor or engine. **We** do not cover any motorized land vehicle parts, equipment or accessories attached to or located on or upon any motorized land vehicle. **We** do cover motorized land vehicles designed for assisting the disabled, or used solely for the service of the **insured premises**, and not licensed for use on public roads.
4. Aircraft and aircraft parts. This does not include model or hobby craft not designed to carry people or cargo.
5. Property of roomers, boarders or tenants not related to **you**.
6. Property located away from the **residence premises** and rented or held for rental to others.
7. Satellite dish antennas and their systems.
8. Money, bullion, bank notes, coins and other numismatic property, scrip, stored value cards, and smart cards.
9. Accounts, bills, deeds, evidences of debt, letters of credit, notes other than bank notes, checks, cashier's checks, traveler's checks, passports, securities, tickets, and stamps, including philatelic property.
10. Manuscripts, including documents stored on electronic media.

Losses We Cover Under Coverage C:

We will cover sudden and accidental direct physical loss to the property described in **Personal Property Protection-Coverage C** caused by the following, except as limited or excluded in this policy:

1. Fire or lightning.
2. **Windstorm or hail**

We do not cover:

- a) loss to covered property inside a **building structure** caused by rain, snow, sleet, sand or dust unless the wind or hail first damages the roof or walls and the wind forces rain, snow, sleet, sand or dust through the damaged roof or wall,
- b) loss to watercraft and their trailers, furnishings, equipment and motors unless inside a fully enclosed **building structure**. However, we do cover canoes and rowboats on the **residence premises**.
3. Explosion.
4. Riot or civil commotion, including pillage and looting during, and at the site of, the riot or civil commotion.
5. Aircraft, including self-propelled missiles and spacecraft.
6. Vehicles.
7. Smoke.
8. Vandalism and malicious mischief.

We do not cover vandalism or malicious mischief if **your dwelling** has been vacant or unoccupied for more than 30 consecutive days immediately prior to the vandalism or malicious mischief. A **dwelling** under construction is not considered vacant or unoccupied.

9. Falling objects.

We do not cover loss to personal property inside a **building structure** unless the falling object first damages the exterior walls or roof of the **building structure**.

10. Weight of ice, snow or sleet which causes damage to personal property in a **building structure**, but only if the **building structure** is damaged due to the weight of ice, snow or sleet.

11. Artificially generated electrical current to electronics, electrical appliances, fixtures and wiring.
12. Bulging, burning, cracking or rupture of a steam or hot water heating system, an air conditioning system, an automatic fire protective sprinkler system or an appliance for heating water.
13. Water or steam that escapes from a plumbing, heating or air conditioning system, an automatic fire protective sprinkler system, or from a household appliance due to accidental discharge or overflow.

We do not cover loss to the system or appliance from which the water or steam escapes, or loss from water which backs up through sewers or drains or overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.

14. Freezing of a plumbing, heating or air conditioning system, an automatic fire protective sprinkler system or a household appliance.

We do not cover loss at the **residence premises** under items 12, 13, and 14 immediately above, which is caused by freezing while the **building structure** is vacant, unoccupied or under construction, or when freezing results from a lack of utility services at the **residence premises** to which item A 10 in **Losses We Do Not Cover Under Coverage C** applies, unless you have used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, you may elect to shut off the water supply and drain the water from the systems and appliances instead of maintaining heat in the **building structure**.

15. Theft, or attempted theft, including disappearance of property from a known place when it is likely that a theft has occurred. Any theft must be promptly reported to the police.

We do not cover:

- a) theft or attempted theft committed by an **insured person**;
- b) theft in or from the **residence premises** while under construction or of materials and supplies for use in construction, until the **dwelling** is completed and occupied.



- c) theft of any property while at any other residence owned, rented to or occupied by an **insured person** unless the **insured person** is temporarily residing there;
 - d) theft of trailers, campers, watercraft, including furnishings, equipment and outboard motors away from the **residence premises**; or
 - e) theft from that part of the **residence premises** rented by **you** to other than an **insured person**.
- 16) breakage of glass, meaning damage to covered personal property caused by breakage of glass constituting a part of any **building structure** on the **residence premises**. This does not include damage to the glass.

Losses We Do Not Cover Under Coverage C:

A Under **Personal Property Protection-Coverage C** of this policy, **we** do not cover any loss which consists of, is caused by, or would not have occurred but for, one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of: a) the cause or source of the excluded event, peril or condition; b) any other causes contributing concurrently or in any sequence with the excluded event, peril or condition to produce the loss; or c) whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

- 1. Flood, including, but not limited to, surface water, waves, tidal water or overflow of any body of water, or spray from any of these, whether or not driven by wind.
- 2. Water or any other substance that backs up through sewers or drains.
- 3. Water or any other substance that overflows from a sump pump, sump pump well or other system designed for the removal of subsurface water which is drained from a foundation area of a structure.
- 4. Water or any other substance on or below the surface of the ground. This includes water or any other substance which exerts pressure on, or flows, seeps or leaks through any part of the **residence premises**.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from items 1 through 4 listed above.

- 5. Earth movement of any type, including, but not limited to, earthquake, volcanic eruption, lava flow, landslide, subsidence, mudflow, pressure, sinkhole, erosion, or the sinking, rising, shifting, creeping, expanding, bulging, cracking, settling or contracting of the earth. This exclusion applies whether or not the earth movement is combined with water.

We do cover sudden and accidental direct physical loss caused by fire or explosion resulting from earth movement.

- 6. Actions taken by civil, governmental or military authorities:
 - a) to enforce any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of any **building structure**, other structure or land at the **residence premises**; or
 - b) requesting, demanding or ordering that an **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate or neutralize, or in any way respond to or assess the effects of, any loss or potential loss at the **residence premises**.

However, **we** will cover sudden and accidental direct physical loss caused by actions of civil, governmental or military authority to prevent the spread of fire.

- 7. Nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. Loss which consists of, is caused by, or would not have occurred but for, the nuclear hazard is not considered loss by fire, explosion or smoke.
- 8.
 - a) War, whether declared or undeclared;
 - b) warlike acts;
 - c) invasion;
 - d) insurrection;
 - e) rebellion;
 - f) revolution;
 - g) civil war;
 - h) usurped power;
 - i) destruction for a military purpose; or
 - j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

9. Vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials, or other irritants, contaminants or pollutants.

However, **we** will not apply this exclusion to sudden and accidental direct physical loss which consists of, is caused by, or would not have occurred but for:

- a) a fire or an explosion at **your residence premises**;
- b) smoke or soot resulting from food preparation at **your residence premises**;
- c) the malfunction of a heating or air conditioning system or a household appliance at **your residence premises**;
- d) smoke, soot or fumes originating away from **your residence premises**, provided the smoke, soot or fumes:
 - 1) were not from industrial, governmental or military operations, agricultural smudging or the manufacturing of any controlled substance; and
 - 2) did not result from nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these;
- e) spray, overspray, spatter, or spillage, by a person located on the ground at the **residence premises** or in or upon a structure **we** cover at the **residence premises**, of lawfully possessed commercially available supplies manufactured or produced for use in food preparation, personal hygiene, or for cleaning or maintaining a residential property or personal property;
- f) spillage or release at **your residence premises** of gas or oil, in any form, used to prepare foods at **your residence premises**, or to heat the **dwelling** or other **building structures** at **your residence premises**, when such spillage or release results in a fire or an explosion at **your residence premises**; or
- g) fuel, oil or other fluids necessary to operate a motorized land vehicle if, at the time of the loss such fuel, oil or other fluids are being used solely for the purpose of operating a motorized land vehicle and the loss results from a collision at the **residence premises**, of the motorized land vehicle with property **we** cover under **Dwelling Protection-Coverage A**, or **Other Structures Protection-Coverage B**.

10. Lack of utility services at the **residence premises**, meaning loss or interruption of, lack or loss of access to, or unavailability of, one or more utility services for the **residence premises**, including, but not limited to, electric, natural gas or other fuels, water, sanitation, sewer, cable or communication services, unless the lack of utility services results solely from a sudden and accidental direct physical loss to property located at the **residence premises** caused by an event, peril or condition not excluded by this policy.

When the lack of utility services results in freezing of,

- a) plumbing, automatic fire protective sprinkler system, heating or air conditioning systems; or
- b) household appliances;

or when the lack of utility services results in discharge, leakage or overflow from within a) or b) above caused by freezing, **we** do cover sudden and accidental direct physical loss caused by the freezing, if **you** used reasonable care to maintain heat in the **building structure**. If the **building structure** is not equipped with an automatic fire protective sprinkler system, **you** may elect to shut off the water supply and drain the water from the systems and appliances instead of maintaining heat in the **building structure**.

11. Inability of an **insured person** to use, access or retain personal property **we** cover under **Personal Property Protection-Coverage C** due to an actual, impending or expected lack, impassability or unavailability of any reasonable means of ingress to or egress from the **residence premises** or any other location where the property is located, including, but not limited to, roads, highways, causeways, sidewalks, paths, rails, bridges, tunnels or waterways.

For purposes of this exclusion, a particular means of ingress or egress will be considered impassable or unavailable if:

- a) it cannot be safely traveled due to physical damage or destruction of that means of ingress or egress; or
- b) it cannot be traveled due to actions by others, including, but not limited to, civil, governmental or military authorities which prohibit or restrict travel using that means of ingress or egress.



12. Weather Conditions that contribute in any way with an event, peril or condition excluded under **Losses We Do Not Cover Under Coverage C** to produce a loss.

- B. Under **Personal Property Protection-Coverage C** of this policy, **we** do not cover any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge which may otherwise be covered by this policy, except as specifically provided in **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

- C. When loss is not excluded under paragraph A or paragraph B of **Losses We Do Not Cover Under Coverage C**, and there are two or more causes of loss to the covered property, **we** do not cover the loss if the predominant cause(s) of loss is (are) excluded under paragraph D, immediately below.

- D. Under **Personal Property Protection-Coverage C** of this policy, **we** do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural, man-made or other forces, or arises as a result of any combination of these forces.

1. The failure by any **insured person** to take all reasonable steps to save and preserve property when the property is endangered by a cause of loss **we** cover;
2. Any substantial change or increase in hazard, if changed or increased by any means within the control or knowledge of an **insured person**;
3. Intentional or criminal acts of or at the direction of any **insured person**, if the loss that occurs:
 - a) may be reasonably expected to result from such acts; or
 - b) is the intended result of such acts.

This exclusion applies regardless of whether the **insured person** is actually charged with or convicted of a crime.

4. Planning, Construction or Maintenance, meaning faulty, inadequate or defective:
 - a) planning, zoning, development, surveying, siting;
 - b) design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - c) materials used in repair, construction, renovation or remodeling; or
 - d) maintenance.

of property whether on or off the **residence premises** by any person or organization.

Section I Additional Protection

1. Additional Living Expense

We will pay the reasonable increase in living expenses necessary to maintain **your** normal standard of living when a direct physical loss **we** cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** makes **your residence premises** uninhabitable. However, additional living expense due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

Payment for additional living expense as a result of a covered loss under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** will be limited to the least of the following:

- a) the time period required to repair or replace the property **we** cover, using due diligence and dispatch;
- b) if **you** permanently relocate, the shortest time for **your** household to settle elsewhere; or
- c) 12 months.

These periods of time are not limited by the termination of this policy.

In no event shall **our** payment for additional living expenses exceed the Limit Of Liability shown on **your** Policy Declarations for Additional Living Expense.

We do not cover any lost income or expense due to the cancellation of a lease or agreement.

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No deductible applies to this protection.

2. Civil, Governmental And Military Authorities

We will pay the reasonable and necessary increase in living expenses for up to two weeks should civil governmental or military authorities prohibit the use of the **residence premises** due to a loss at a neighboring premises caused by an event, peril or condition we insure against under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C**. However, payments for increase in living expenses due to remediation of mold, fungus, wet rot or dry rot will not be paid in addition to any amounts paid or payable under **Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**.

The two week period of time referenced above is not limited by the termination of this policy.

No deductible applies to this protection.

3. Debris Removal

We will pay reasonable expenses **you** incur to remove debris of covered property damaged by a loss **we** cover. If the loss to the covered property and the cost of debris removal are more than the Limit Of Liability shown on the Policy Declarations for the covered property, **we** will pay up to an additional 5% of that limit for debris removal.

4. Emergency Removal Of Property

We will pay for sudden and accidental direct physical loss to covered property from any cause while removed from a premises because of danger from a loss **we** cover. Protection is limited to a 30 day period from date of removal. This protection does not increase the limit of liability that applies to the covered property.

5. Fire Department Charges

We will pay up to \$500 for service charges made by fire departments called to protect **your** property from a loss **we** cover at the **residence premises**.

No deductible applies to this protection.

6. Temporary Repairs After A Loss

We will reimburse **you** up to \$5,000 for the reasonable and necessary cost **you** incur for temporary repairs to protect covered property from further imminent covered loss following a loss **we** cover. This coverage does not

increase the limit of liability applying to the property being repaired.

7. Trees, Shrubs, Plants And Lawns

We will pay up to 5% of the Limit Of Liability shown on the Policy Declarations under **Dwelling Protection-Coverage A** for loss to trees, shrubs, plants and lawns at the address of the **residence premises**. We will not pay more than \$500 for any one tree, shrub or plant including expenses incurred for removing debris. This coverage applies only to sudden and accidental direct physical loss caused by fire or lightning, explosion, riot or civil commotion, aircraft vehicles not owned by an occupant of the **residence premises**, vandalism or malicious mischief, theft, or collapse of a **building structure** or any part of a **building structure**.

We will pay up to \$500 for reasonable expenses **you** incur for the removal of debris of trees at the address of the **residence premises** for sudden and accidental direct physical loss caused by **windstorm**, hail, or weight of ice, snow or sleet. The fallen tree must have caused damage to property covered under **Dwelling Protection-Coverage A or Other Structures Protection-Coverage B**.

We do not cover trees, shrubs, plants, or lawns grown for **business** purposes.

This coverage does not increase the **Dwelling Protection-Coverage A** limit of liability.

8. Power Interruption

We will pay up to \$500 for loss to the contents of freezers and refrigerated units on the **residence premises** caused by the interruption of power which occurs off the **residence premises**. If a power interruption is known to an **insured person**, all reasonable means must be used to protect the contents of freezers and refrigerated units.

This coverage does not increase the limit of liability applying to the damaged property.

9. Arson Reward

We will pay up to \$5,000 for information leading to an arson conviction in connection with a fire loss to property covered under **Section I** of this policy. The \$5,000 limit applies regardless of the number of persons providing information.



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- c) separate damaged from undamaged personal property. Give **us** a detailed list of the damaged, destroyed or stolen property, showing the quantity, cost, actual cash value and the amount of loss claimed.
- d) give **us** all accounting records, bills, invoices and other vouchers, or certified copies, which **we** may reasonably request to examine and permit **us** to make copies.
- e) produce receipts for any increased costs to maintain **your** standard of living while **you** reside elsewhere, and records supporting any claim for loss of rental income.
- f) as often as **we** reasonably require:
 - 1) show **us** the damaged property. **We** have a right to reasonable and safe opportunities to view and inspect the loss as often as necessary, unimpeded by actions of **you** or others, including, but not limited to, civil, governmental or military authorities, that prevent **us** from viewing and inspecting the loss. **We** may require **you** to accompany **us** when **we** conduct these activities.
 - 2) at **our** request, submit to examinations under oath, separately and apart from any other person defined as **you** or **insured person** and sign a transcript of the same.
 - 3) produce representatives, employees, members of the **insured person's** household or others to the extent it is within the **insured person's** power to do so; and
- g) within 60 days after the loss, give **us** a signed, sworn proof of the loss. This statement must include the following information:
 - 1) the date, time, location and cause of loss;
 - 2) the interest **insured persons** and others have in the property, including any encumbrances;
 - 3) the actual cash value and amount of loss for each item damaged, destroyed or stolen;
 - 4) any other insurance that may cover the loss;
 - 5) any changes in title, use, occupancy or possession of the property that have occurred during the policy period; and
 - 6) at **our** request, the specifications of any damaged **building structure** or other structure.

We have no duty to provide coverage under this section if **you**, an **insured person**, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to **us**.

4. Our Settlement Options

In the event of a covered loss, **we** have the option to:

- a) repair, rebuild or replace all or any part of the damaged, destroyed or stolen property with property of like kind and quality within a reasonable time; or
- b) pay for all or any part of the damaged, destroyed or stolen property as described in Condition 5, "How We Pay For A Loss."

Within 30 days after **we** receive **your** signed, sworn proof of loss, **we** will notify **you** of the option or options **we** intend to exercise.

5. How We Pay For A Loss

Under **Dwelling Protection-Coverage A**, **Other Structures Protection-Coverage B** and **Personal Property Protection-Coverage C**, payment for covered loss will be by one or more of the following methods:

- a) **Special Payment.** At **our** option, **we** may make payment for a covered loss before **you** repair, rebuild or replace the damaged, destroyed or stolen property if:
 - 1) the whole amount of loss for property covered under **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B**, without deduction for depreciation, is less than \$2,500 and if the property is not excluded from the Building Structure Reimbursement provision; or
 - 2) the whole amount of loss for property covered under **Personal Property Protection-Coverage C**, without deduction for depreciation, is less than \$2,500, **your** Policy Declarations show that the Personal Property Reimbursement provision applies, and the property is not excluded from the Personal Property Reimbursement provision.
- b) **Actual Cash Value.** If **you** do not repair or replace the damaged, destroyed or stolen property, payment will be on an actual cash value basis. This means there may be a deduction for depreciation. Payment will not exceed the Limit Of Liability shown on the Policy Declarations for the coverage that applies to the damaged, destroyed or stolen property, regardless of the number of items involved in the loss.

You may make claim for additional payment as described in paragraph c) and paragraph d) below if applicable, if **you** repair or replace the damaged,



the value of any land associated with the replacement structure(s).

Building Structure Reimbursement payment will be limited to the difference between any actual cash value payment made for the covered loss to **building structures** and the smallest of 1), 2) or 3) above.

- 1) property covered under **Personal Property Protection-Coverage C**
- 2) property covered under **Other Structures Protection-Coverage B** that is not a building structure,
- 3) wall-to-wall carpeting, fences, awnings and outdoor antennas, whether or not fastened to a building structure,
- 4) **roof surface(s)** when the loss is caused by **windstorm** or hail; or
- 5) land

Payment under a), b) or c) above will not include any increased cost due to the enforcement of building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, relocation or demolition of **building structures** or other structures.

- d) **Personal Property Reimbursement.** Under **Personal Property Protection-Coverage C**, we will make additional payment to reimburse **you** for cost in excess of actual cash value if **you** repair, rebuild or replace damaged, destroyed or stolen covered personal property or wall-to-wall carpeting within 180 days of the actual cash value payment.

- 1) the amount actually and necessarily spent to repair or replace the property with similar property of like kind and quality;
- 2) the cost of repair or restoration; or
- 3) the Limit Of Liability shown on the Policy Declarations for **Personal Property Protection Coverage C**, or any special limit of liability described in the policy, regardless of the number of items of personal property involved in the loss.

Personal Property Reimbursement will be limited to the difference between any actual cash value

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payment made for the covered loss to personal property and the smallest of 1), 2) or 3) above.

Personal Property Reimbursement will not apply to:

- 1) property insured under **Dwelling Protection-Coverage A** and **Other Structures Protection-Coverage B**, except wall-to-wall carpeting;
- 2) antiques, fine arts, paintings, statuary and similar articles which, by their inherent nature, cannot be replaced;
- 3) articles whose age or history contribute substantially to their value. This includes, but is not limited to, memorabilia, souvenirs and collector's items;
- 4) property that was obsolete or unusable for the originally intended purpose because of age or condition prior to the loss; or
- 5) motorized land vehicles used solely for the service of the **Insured premises** and not licensed for use on public roads. This does not include motorized land vehicles designed for assisting the disabled and not licensed for use on public roads.

6. Our Settlement Of Loss

We will settle any covered loss with **you** unless some other person or entity is named in the policy. **We** will settle within 60 days after the amount of loss is finally determined. This amount may be determined by an agreement between **you** and **us**, an appraisal award or a court judgment.

7. Appraisal

If **you** and **we** fail to agree on the amount of loss, either party may make written demand for an appraisal. Upon such demand, each party must select a competent and impartial appraiser and notify the other of the appraiser's identity within 20 days after the demand is received. The appraisers will select a competent and impartial umpire. If the appraisers are unable to agree upon an umpire within 15 days, **you** or **we** can ask a judge of a court of record in the state where the **residence premises** is located to select an umpire.

The appraisers shall then determine the amount of loss, stating separately the actual cash value and the amount of loss to each item. If the appraisers submit a written report of an agreement to **you** and to **us**, the amount agreed upon shall be the amount of loss. If they cannot agree, they will submit their differences to the umpire. A

written award agreed upon by any two will determine the amount of loss.

Each party will pay the appraiser it chooses, and equally bear expenses for the umpire and all other appraisal expenses.

8. Abandoned Property

We are not obligated to accept any property or responsibility for any property abandoned by an **Insured person**.

9. Permission Granted To You

- a) The **residence premises** may be vacant or unoccupied for any length of time, except where a time limit is indicated in this policy. A **building structure** under construction is not considered vacant.
- b) **You** may make alterations, additions or repairs, and **you** may complete structures under construction.

10. Our Rights To Recover Payment

When **we** pay for any loss, an **Insured person's** right to recover from anyone else becomes **ours** up to the amount **we** have paid. An **Insured person** must protect these rights and help **us** enforce them. **You** may waive **your** rights to recover against another person for loss involving the property covered by this policy. This waiver must be in writing prior to the date of loss.

11. Our Rights To Obtain Salvage

We have the option to take all or any part of the damaged or destroyed covered property upon replacement by **us** or payment of the agreed or appraised value.

We will notify **you** of **our** intent to exercise this option within 30 days after **we** receive **your** signed, sworn proof of loss. If no signed, sworn proof of loss is requested by **us**, **we** will notify **you** of **our** intent to exercise this option within 60 days after the date **you** report the loss to **us**.

When **we** settle any loss caused by theft or disappearance, **we** have the right to obtain all or part of any property which may be recovered. An **Insured person** must protect this right and inform **us** of any property recovered. **We** will inform **you** of **our** intent to exercise this right within 10 days of **your** notice of recovery to **us**.



No one may bring an action against **us** in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under a coverage to which **Section I Conditions** applies, unless:

- 19 Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Water Loss**
In the event of a covered water loss under Dwelling Protection-Coverage A, Other Structures Protection-

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Coverage B or Personal Property Protection-Coverage C we will pay up to \$5,000 for mold, fungus, wet rot or dry rot remediation.

Remediation means the reasonable and necessary treatment, removal or disposal of mold, fungus, wet rot or dry rot as required to complete repair or replacement of property we cover under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C** damaged by a covered water loss, including payment for any reasonable increase in living expenses necessary to maintain your normal standard of living if mold, fungus, wet rot or dry rot makes your residence premises uninhabitable. **Remediation** also includes any investigation or testing to detect, measure or evaluate mold, fungus, wet rot or dry rot.

This Condition does not increase the limits of liability under **Dwelling Protection-Coverage A, Other Structures Protection-Coverage B or Personal Property Protection-Coverage C**.

Section II—Family Liability And Guest Medical Protection

Family Liability Protection-Coverage X

Losses We Cover Under Coverage X:

Subject to the terms, conditions and limitations of this policy, we will pay damages which an **Insured person** becomes legally obligated to pay because of **bodily injury or property damage** arising from an **occurrence** to which this policy applies, and is covered by this part of the policy.

We may investigate or settle any claim or suit for covered damages against an **Insured person**. If an **Insured person** is sued for these damages, we will provide a defense with counsel of our choice, even if the allegations are groundless, false or fraudulent. We are not obligated to pay any claim or judgment after we have exhausted our limit of liability.

Losses We Do Not Cover Under Coverage X:

1. We do not cover any **bodily injury or property damage** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of, any **Insured person**. This exclusion applies even if:
 - a) such **Insured person** lacks the mental capacity to govern his or her conduct;

- b) such **bodily injury or property damage** is of a different kind or degree than intended or reasonably expected; or
- c) such **bodily injury or property damage** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether such **Insured person** is actually charged with, or convicted of, a crime.

2. We do not cover **bodily injury** to an **Insured person** or **property damage** to property owned by an **Insured person** wherever any benefit of this coverage would accrue directly or indirectly to an **Insured person**.
3. We do not cover **bodily injury** to any person eligible to receive any benefits required to be provided, or voluntarily provided, by an **Insured person** under any workers' compensation, non-occupational disability or occupational disease law.
4. We do not cover **bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of aircraft.

We will not apply this exclusion to **bodily injury** to a residence employee.

5. We do not cover **bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of any motor vehicle or trailer. We will not apply this exclusion to:
 - a) a motor vehicle in dead storage or used exclusively on an **Insured premises**;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **Insured person** and is being used away from an **Insured premises**;
 - c) a motorized wheelchair;
 - d) a vehicle used to service an **Insured premises** which is not designed for use on public roads and not subject to motor vehicle registration;
 - e) a golf cart owned by an **Insured person** when used for golfing purposes;
 - f) a trailer of the boat, camper, home or utility type unless it is being towed or carried by a motorized land vehicle;
 - g) lawn or garden implements under 40 horsepower, or



- a) war whether declared or undeclared;
- b) warlike acts;
- c) invasion;
- d) insurrection;
- e) rebellion;
- f) revolution;
- g) civil war;
- h) usurped power;
- i) destruction for a military purpose; or
- j) action taken by civil, governmental or military authority to hinder or defend against an actual or impending enemy act.

17. **We do not cover bodily injury or property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

18. **We do not cover any liability imposed upon any insured person** by any civil, governmental or military authority for **bodily injury or property damage** which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

19. **We do not cover any loss, cost or expense arising out of** any request, demand or order that any **insured person** test for, monitor, clean up, remove, contain, treat, detoxify, decontaminate, or neutralize, or in any way respond to or assess the effects of any type of vapors, fumes, smoke, smog, soot, alkalis, acids, toxic chemicals, toxic gasses, toxic liquids, toxic solids, waste materials or other irritants, contaminants or pollutants.

20. **We do not cover bodily injury or property damage** arising out of nuclear hazard, meaning nuclear reaction, discharge, radiation or radioactive contamination, or any consequence of any of these. **Bodily injury or property damage** arising out of a nuclear hazard is not considered as arising from fire, explosion or smoke.

21. **We do not cover bodily injury or property damage** arising out of the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of hovercrafts. **We will not apply this exclusion to bodily injury to a residence employee.**

Guest Medical Protection-Coverage Y

Losses We Cover Under Coverage Y:

We will pay the reasonable expenses incurred for necessary medical, surgical, X-ray and dental services, ambulance, hospital, licensed nursing and funeral services, and prosthetic devices, eye glasses, hearing aids and pharmaceuticals. These expenses must be incurred and the services performed within three years from the date of an **occurrence** causing **bodily injury** to which this policy applies, and is covered by this part of the policy.

Each person who sustains **bodily injury** is entitled to this protection when that person is:

1. on the **insured premises** with the permission of an **insured person**; or

2. off the **insured premises**, if the **bodily injury**
 - a) arises out of a condition on the **insured premises** or immediately adjoining ways;
 - b) is caused by the activities of an **insured person** or a **residence employee**;
 - c) is caused by an animal owned by or in the care of an **insured person**; or
 - d) is sustained by a **residence employee**.

Losses We Do Not Cover Under Coverage Y:

1. **We do not cover any bodily injury** intended by, or which may reasonably be expected to result from the intentional or criminal acts or omissions of any **insured person**. This exclusion applies even if
 - a) such **insured person** lacks the mental capacity to govern his or her conduct;
 - b) such **bodily injury** is of a different kind or degree than intended or reasonably expected; or
 - c) such **bodily injury** is sustained by a different person than intended or reasonably expected.

This exclusion applies regardless of whether such **insured person** is actually charged with, or convicted of a crime.

2. **We do not cover bodily injury to any insured person or regular resident of the insured premises. We will not apply this exclusion to a residence employee.**
3. **We do not cover bodily injury to any person eligible to receive any benefits required to be provided, or voluntarily provided, under any workers' compensation, non-occupational disability or occupational disease law.**
4. **We do not cover bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of aircraft.

We will not apply this exclusion to bodily injury to a residence employee.

5. **We do not cover bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, leasing, entrusting, loading or unloading of any motor vehicle or trailer. **We will not apply this exclusion to:**
 - a) a motor vehicle in dead storage or used exclusively on an **insured premises**;
 - b) any motor vehicle designed principally for recreational use off public roads, unless that vehicle is owned by an **insured person** and is being used away from an **insured premises**.



- 16 We do not cover **bodily injury** arising out of the ownership, maintenance, use, occupancy, renting, loading, unloading, loading or unloading of hovercrafts.

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Policy number:
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Your Allstate agency is:



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We will not apply this exclusion to **bodily injury** to a **residence employee**.

Section II Additional Protection

We will pay in addition to the limits of liability:

1. Claim Expenses

We will pay:

- all costs **we** incur in the settlement of any claim or the defense of any suit against an **insured person**;
- interest accruing on damages awarded until such time as **we** have paid, formally offered, or deposited in court the amount for which **we** are liable under this policy. Interest will be paid only on damages which do not exceed **our** limits of liability;
- premiums on bonds required in any suit **we** defend. **We** will not pay bond premiums in an amount that is more than **our** limit of liability; **we** have no obligation to apply for or furnish bonds;
- up to \$100 per day for loss of wages and salary when **we** ask **you** to attend trials and hearings;
- any other reasonable expenses incurred by an **insured person** at **our** request.

2. Emergency First Aid

We will pay reasonable expenses incurred by an **insured person** for first aid to other persons at the time of an accident involving **bodily injury** covered under this policy.

3. Damage To Property Of Others

At **your** request, **we** will pay up to \$1,000 each time an **insured person** causes **property damage** to someone else's property. At **our** option, **we** will pay the cost to either repair or replace the property damaged by an **insured person**, without deduction for depreciation.

We will not pay for **property damage**:

- to property covered under **Section I** of this policy;
- to property intentionally damaged by an **insured person** who has attained the age of 13;
- to property owned by or rented to an **insured person**, any tenant of an **insured person**, or any resident in **your** household, or
- arising out of:
 - past or present **business** activities;
 - any act or omission in connection with a premises other than an **insured premises**, owned, rented or controlled by an **insured person**; or

- the ownership or use of a motorized land vehicle, trailer, aircraft, hovercraft or watercraft.

Section II Conditions

1. What You Must Do After A Loss

In the event of **bodily injury** or **property damage**, **you** must do the following:

- Promptly notify **us** or **our** agent stating:
 - your** name and policy number;
 - the date, the place and the circumstances of the loss;
 - the name and address of anyone who might have a claim against an **insured person**;
 - the names and addresses of any witnesses.
- Promptly send **us** any legal papers relating to the accident.
- At **our** request, an **insured person** will:
 - cooperate with **us** and assist **us** in any matter concerning a claim or suit;
 - help **us** enforce any right of recovery against any person or organization who may be liable to an **insured person**;
 - attend any hearing or trial.
- Under the **Damage To Property Of Others** protection, give **us** a sworn statement of the loss. This must be made within 60 days after the date of loss. Also, an **insured person** must be prepared to show **us** any damaged property under that person's control.

Any **insured person** will not voluntarily pay any money, assume any obligations or incur any expense, other than for first aid to others at the time of the loss as provided for in this policy.

2. What An Injured Person Must Do—Guest Medical Protection—Coverage Y

If someone is injured, that person, or someone acting for that person, must do the following:

- Promptly give **us** written proof of the loss. If **we** request, this must be done under oath.
- Give **us** written authorization to obtain copies of all medical records and reports.
- Permit doctors **we** select to examine the injured person as often as **we** may reasonably require.



3. **Our Payment Of Loss—Guest Medical Protection—Coverage Y**

We may pay the injured person or the provider of the medical services. Payment under this coverage is not an admission of liability by us or an insured person.

4. **Our Limits Of Liability**

Regardless of the number of insured persons, injured persons, claims, claimants or policies involved, our total liability under **Family Liability Protection—Coverage X** for damages resulting from one occurrence will not exceed the Limit Of Liability shown on the Policy Declarations. All **bodily injury** and **property damage** resulting from continuous or repeated exposure to the same general conditions is considered the result of one occurrence.

Our total liability under **Guest Medical Protection—Coverage Y** for all medical expenses payable for **bodily injury** to any one person shall not exceed the "each person" Limit Of Liability shown on the Policy Declarations.

5. **Bankruptcy**

We are not relieved of any obligation under this policy because of the bankruptcy or insolvency of an insured person.

6. **Our Rights To Recover Payment—Family Liability Protection—Coverage X**

When we pay any loss, an insured person's right to recover from anyone else becomes ours up to the amount we have paid. An insured person must protect these rights and help us enforce them.

7. **Action Against Us**

- a) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, unless there has been full compliance with all policy terms.
- b) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Family Liability Protection—Coverage X**, unless the obligation of an insured person to pay has been finally determined either by judgment against the insured person after actual trial, or by written agreement of the insured person, injured person and us, and the action against us is commenced within one year of such judgment or agreement.

c) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Guest Medical Protection—Coverage Y**, unless such action is commenced within one year after the date the expenses for which coverage is sought were actually incurred.

d) No one may bring an action against us in any way related to the existence or amount of coverage, or the amount of loss for which coverage is sought, under **Section II Additional Protection**, unless such action is commenced within one year after the date the claim expenses or emergency first aid expenses for which coverage is sought were actually incurred, or within one year after the date of loss to the property if coverage is being sought under the **Damage To Property Of Others** provision.

e) No one shall have any right to make us a party to an action to determine the liability of an insured person.

8. **Other Insurance—Family Liability Protection—Coverage X**

This insurance is excess over any other valid and collectible insurance except insurance that is written specifically as excess over the limits of liability that apply to this policy.

Section III—Optional Protection

Optional Coverages

The following Optional Coverages may supplement coverages found in **Section I** or **Section II** and apply only when they are indicated on the Policy Declarations. The provisions of this policy apply to each Optional Coverage in this section unless modified by the terms of the specific Optional Coverage.

1. **Building Codes—Coverage BC**

We will pay up to the Limit Of Liability shown on the Policy Declarations for building codes coverage to comply with local building codes after covered loss to the dwelling or when repair or replacement results in increased cost due to the enforcement of any building codes, ordinances or laws regulating or requiring the construction, reconstruction, maintenance, replacement, repair, placement or demolition of the dwelling.

2. **Increased Coverage On Business Property—Coverage BP**

The limitation on business property located on the residence premises, under **Personal Property**

House & Home Policy
Policy number:
Policy effective date:
Your Allstate agency is



Protection-Coverage C, is increased to the amount shown on the Policy Declarations. This increased coverage includes property held as samples or for sale or delivery after sale, while the property is on the residence premises.

2 Fire Department Charges-Coverage F

The \$500 limit applying to the fire department service charges under **Additional Protection** is increased to the amount shown on the Policy Declarations.

4 Loss Assessments-Coverage G

If **your residence premises** includes a **building structure** which is constructed in common with one or more other buildings, and **you** are a member of, and subject to the rules of, an association governing the areas held in common by all building owners as members of the association, the **insured premises** means the **building structure** occupied exclusively by **your** household as a private residence, including the grounds, related structures and private approaches to them.

We will pay **your** share of any special assessments charged against all building owners by the association up to the Limit Of Liability shown on the Policy Declarations, when the assessment is made as a result of:

- a) sudden and accidental direct physical loss to the property held in common by all building owners caused by a loss we cover under **Section I** of this policy; or
- b) **bodily injury** or **property damage** covered under **Section II** of this policy.

Any reduction or elimination of payments for losses because of any deductible applying to the insurance coverage of the association of building owners collectively is not covered under this protection.

We will pay only when the assessment levied against the **insured person** as a result of any one loss for **bodily injury** or **property damage** exceeds \$500 and then only for the amount of such excess. This coverage is not subject to any deductible applying to **Section I** of this policy.

In the event of an assessment, this coverage is subject to all the exclusions applicable to **Sections I** and **II** of this policy and the **Section I** and **II Conditions**, except as otherwise noted.

This coverage is excess over any insurance collected under any policy or policies covering the association of building owners.

5 Extended Coverage On Jewelry, Watches And Furs-Coverage J

Personal Property Protection-Coverage C is extended to pay for sudden and accidental direct physical loss to the following property, subject to the provisions in this coverage:

- a) jewelry, watches, gems, precious and semi-precious stones, gold, platinum, and
- b) furs, including any item containing fur which represents its principal value.

The total amount of coverage and per item limit is shown on the Policy Declarations. This amount is not in addition to the amount of insurance applying to **Personal Property Protection-Coverage C**. However, in no event will coverage be less than would have applied in the absence of **Coverage J**.

The following exclusions contained in **Losses We Do Not Cover Under Coverage C** apply to the coverage afforded under this **Coverage J**: items A.7, A.8, D.1 and D.3. In addition, we do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural man-made or other forces, or arises as a result of any combination of these forces.

- a) wear and tear;
- b) gradual deterioration;
- c) inherent vice; or
- d) insects or vermin.

Any deductible shown on the Policy Declarations applicable to **Personal Property Protection-Coverage C**, also applies to a loss under this coverage.

6 Increased Coverage On Theft Of Silverware-Coverage ST

The \$2,500 limitation on theft of goldware, silverware, pewterware and platinumware under **Personal Property Protection-Coverage C** is increased to the amount shown on the Policy Declarations.



Policy Endorsement

Page 1 of 1

Policy number:

Policy effective date:

Your Allstate agency is

*The following endorsement changes your policy.
Please read this document carefully and keep it with
your policy.*

Windstorm And Hail Deductible Endorsement - AVP82

Under **Section I Conditions**, Condition 1, "**Deductible**," the following is added:

Windstorm And Hail Deductible

The **windstorm** and hail deductible applies in the event of covered loss caused by **windstorm** or hail.

The **windstorm** and hail deductible amount will appear on your Policy Declarations. We will pay only when a covered loss to which this deductible applies exceeds the **windstorm** and hail deductible amount. We will then pay only the excess amount.

If another deductible applicable to the loss exceeds the **windstorm** and hail deductible, the greater deductible will be applied to the loss.

All other policy terms and conditions apply.



Allstate
You're in good hands.

Crossroads Property
PO BOX 427
HUDSON OH 44236



Kenneth J. Fisher Co., L.P.A.
50 PUBLIC SQ
CLEVELAND OH 441132202

RECIPIENT OF ORIGINAL

AMER KHALIL
3395 MICHELSON DR APT 4406
IRVINE CA 926123419

COPY OF ORIGINAL

June 21, 2017

INSURED: AMER KHALIL
DATE OF LOSS: December 23, 2016
CLAIM NUMBER: 0440358901

PHONE NUMBER: 888-656-8005
FAX NUMBER: 866-537-7806
OFFICE HOURS:

Dear AMER KHALIL,

This letter is to advise you, as the insured, of the final action that Allstate Insurance Company is taking on your claim for the water damage loss that occurred on December 23, 2016 at 2972 Yorkshire Road, Cleveland Heights, Ohio.

1. Insurance Policy

Allstate Vehicle and Property Insurance Company issued to you a homeowner's policy (policy no. 992460778) for property located at 2972 Yorkshire Road, Cleveland Heights, Ohio. The policy period is January 1, 2016 through January 1, 2017. The policy contains the following provisions:

General

2. Building structure – means a structure with walls and a roof.

4. Dwelling – means the single-family building structure, identified as the insured property on the Policy Declarations, where you reside and which is principally used as a private residence.

5. Insured person(s) – means you and, if a resident of your household:

- a) any relative; and
- b) any person under the age of 21 in your care.

6. Insured premises – means:

- a) the residence premises;



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8. Property damage – means physical injury to or destruction of tangible property, including loss of its use resulting from such physical injury or destruction.

10. Residence premises – means the dwelling, other structures and land located at the address stated on the Policy Declarations.

12. We, us, or our – means the company named on the Policy Declarations.

14. You or your – means the person listed under Named Insured(s) on the Policy Declarations as the insured and that person's residence spouse.

(Pages 4-5 of the policy.)

Insuring Agreement

Subject to the terms of this policy, the Policy Declarations shows the location of the residence premises, applicable coverages, limits of liability and premiums. The policy applies only to losses or occurrences that take place during the policy period. The Policy Period is shown on the Policy Declarations. This policy is not complete without the Policy Declarations.

(Page 5 of the policy.)

Section I – Your Property

Dwelling Protection – Coverage A

Property We Cover Under Coverage A:

1. Your dwelling, including attached structures. Structures connected to your dwelling by only a fence, utility line, or similar connection are not considered attached structures.

Losses We Do Not Cover Under Coverages A and B:

B. Under Swelling Protection – Coverage A and Other Structures Protection – Coverage B of this policy, we do not cover any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

This exclusion applies regardless of whether mold, fungus, wet rot, dry rot or bacteria arises from any other cause of loss, including, but not limited to, a loss involving water, water damage or discharge, which may otherwise be covered by this policy, except as specifically provided in Section I Conditions, Mold, Fungus, Wet Rot And Dry Rot Remediation As A Direct Result Of A Covered Loss.

C. When loss is not excluded under paragraph A or paragraph B of Losses We Do Not Cover Under Coverages A and B, and there are two or more causes of loss to the covered property, we do not cover the loss if the predominant cause(s) of loss is (are) excluded under paragraph D, immediately below.

D. Under Dwelling Protection – Coverage A and Other Structures Protection – Coverage B of this policy, we do not cover any loss consisting of or caused by one or more of the following excluded events, perils or conditions. Such loss is excluded regardless of whether the excluded event, peril or condition involves isolated or widespread damage, arises from natural man-made or other forces or arises as a result of any combination of these forces.

6. Freezing of:

- a) plumbing, automatic fire protective sprinkler systems, heating or air conditioning systems.
- b) household appliances; or
- c) swimming pools, hot tubs or spas located within a heating portion of the dwelling, or their filtration and circulation systems located within a heated portion of the dwelling;

or discharge, leakage, or overflow from within a), b) or c) above, caused by freezing, while the building structure is vacant, unoccupied or being constructed, unless you have used reasonable care to maintain heat in the building structure. If the building structure is not equipped with an automatic fire protective sprinkler system, you may elect to shut off the water supply and drain the water from the systems, appliances, swimming pools, hot tubs, spas, and their filtration and circulation systems instead of maintaining heat in the building structure.

(Pages 7-11 of the policy.)

Section I Conditions

I. What You Must Do After A Loss

In the event of a loss to any property that may be covered by this policy, you must:

- a) immediately give us or our agent notice. Report any theft to the police as soon as possible.
- b) protect the property from further loss. Make any reasonable repairs necessary to protect it. Keep an accurate record of any repair expenses.

We have no duty to provide coverage under this section if you, an insured person, or a representative of either fail to comply with items a) through g) above, and this failure to comply is prejudicial to us.

(Page 18-19 of the policy.)

II. Claim Decision

A. Loss Resulting from Lack of Heat

Allstate does not cover any loss consisting of or caused by freezing of a plumbing system or discharge, leakage or overflow from within a plumbing system, caused by freezing, while the building structure is vacant or unoccupied, unless you have used reasonable care to maintain heat in the building structure or you have elected to shut off the water supply and drain the water from the plumbing system.

At the time the water loss occurred, the property was vacant or unoccupied. A review of utility records for the property has established that heat was not maintained within the home. The water was not drained from the plumbing system.

Based upon the policy language and the facts as determined by Allstate's expert, the water loss and resulting damage is excluded from coverage.



B. Mold Exclusion

Allstate does not cover any loss consisting of or caused by mold, fungus, wet rot, dry rot or bacteria. This exclusion includes any loss which, in whole or in part, arises out of, is aggravated by or results from mold, fungus, wet rot, dry rot or bacteria.

The water loss presented to Allstate includes mold related damages. Based upon the language of the policy of insurance, mold damages are excluded from coverage, since the mold related damages resulted from a loss which is not covered.

C. Failure to Mitigate Damages

The policy of insurance requires you to protect the property from further loss, and to make any reasonable repairs necessary to protect it. In this case, you failed to take any corrective action to prevent further loss to your property, including the mold loss referenced above. Because your failure to protect the property from further loss or damage resulted in additional damages to the building structure, Allstate has no duty to provide coverage for these additional losses.

IV. Future Action

Please note that you should not consider any payments made in connection with this claim, whether to you or to any third party or vendor, to be considered as an admission of liability under the policy of insurance. Such payments would be made in order to investigate the claim, mitigate damages, or remediate emergency conditions that could cause further harm to the structure or contents.

In the event that you intend to proceed with this claim through litigation, strict compliance with all policy provisions will be expected and required. By this letter, Allstate does not intend to waive or relinquish any of its rights under the policy concerning any past or present action taken on this claim, and specifically reserves the right to assert all applicable defenses thereunder, including the right to specifically challenge your claimed damages.

You should be aware of the following policy condition:

* * *

Action Against Us

No one may bring an action against us unless there has been full compliance with all policy terms.

Any action against us to which neither the Action Against Us provision located in Section I Conditions nor the Action Against Us provision located in Section II Conditions applies must be commenced within one year of the date the cause of action accrues.

(Page 7 of the policy.)

Therefore, in the event that you intend to proceed with litigation pursuant to the terms of the policy, your action must be commenced in a court of law no later than December 23, 2017.

This letter is being sent to you in confidence. It is intended to discharge the responsibilities to you under Ohio law, and for no other purpose. It is not intended to be published to any third parties.

Finally, if you have any questions or additional information that you believe may be relevant to Allstate's decision with respect to your claim, please contact me immediately in writing so that your additional information may be considered.

Very truly yours,

Sincerely,

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CHALEE HOSTETTLER

CHALEE HOSTETTLER

888-656-8005 Ext. 6553779

Allstate Vehicle and Property Insurance Company

Copy : Kenneth J. Fisher Co., L.P.A

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